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IDAHO PUBLIC
UTILITIES COMMISSION



LISA D. NORDSTROM
Attorney II

May 30, 2008

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: Case No. IPC-E-08-02
Revision to Rule H Tariffs

Dear Ms. Jewell:

Idaho Power Company herewith transmits for filing First Revised Sheets Nos. H-7 through H-16. This tariff revision implements the changes to Rule H approved by the Commission in Order No. 30558.

If you have any questions regarding this filing, please contact Celeste Schwendiman at 388-6447.

Sincerely,

Lisa D. Nordstrom
Attorney II

LDN:csb
Enclosures
cc: Ric Gale
Bart Kline
Scott Wright
Celeste Schwendiman

GENERAL RULES AND
REGULATIONS INDEX

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RULE H
NEW SERVICE ATTACHMENTS
AND DISTRIBUTION LINE
INSTALLATIONS OR
ALTERATIONS
(Continued)

4. Charges for Line Installations and Additional Charges for Underground Service Attachments (Continued)

Schedules 1, 4, 5 and 7, Single Phase (Limited to a maximum of 400 Amps)

Underground Service Cable (Base charge plus Distance Charge)

Base Charge

from underground	\$40.00
from overhead including 2" riser	\$395.00
from overhead including 3" riser	\$520.00

Distance Charge (per foot)

Company Installed Facilities (per foot)

with 1/0 underground cable	\$6.90
with 4/0 underground cable	\$7.50
with 350 underground cable	\$9.60

Customer Provided Trench & Conduit (per foot)

with 1/0 underground cable	\$2.15
with 4/0 underground cable	\$3.60
with 350 underground cable	\$4.65

c. Vested Interest Charge

Additional Definitions for Section 4.c. and Section 6.a.:

Original Investment - Work Order Cost less Terminal Facilities Allowance.

Vested Interest Holder's Contribution - Customer Payment plus Line Installation Allowances other than Terminal Facilities.

Vested Interest - Amount potentially subject to refund.

Load Ratio - Additional Applicant load divided by the sum of Additional Applicant's load and Vested Interest Holder's load.

Distance Ratio - Additional Applicant distance divided by original distance.

i. The initial Applicant will pay the original investment cost less any allowances. An Additional Applicant connecting to a Vested Interest Portion will have two options:

Option One - An Additional Applicant may choose to pay the current Vested Interest Holder's Vested Interest, in which case the Additional Applicant will become the Vested Interest Holder and, as such, will become eligible to receive Vested Interest Refunds up to that new Vested Interest Holder's contribution less 20 percent of the original investment.

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4. Charges for Line Installations and Additional Charges for Underground Service Attachments (Continued)

Option Two - An Additional Applicant may choose to pay an amount determined by this equation:

Vested Interest Payment = Load Ratio x Distance Ratio x Vested Interest Holder's unrefunded contribution.

If Option Two is selected, the Additional Applicant has NO Vested Interest and the previous Vested Interest Holder remains the Vested Interest Holder. The Vested Interest Holder's Vested Interest will be reduced by the newest Additional Applicant's payment.

ii. The Vested Interest Charge will not exceed the sum of the Vested Interests in the Vested Interest Portion.

iii. If an Additional Applicant connects to a Vested Interest Portion which was established under a prior rule or schedule, the Vested Interest Charges of the previous rule or schedule apply to the Additional Applicant.

5. Other Charges

All charges in this section are non-refundable.

a. Relocation and Removal Charges. If an Applicant or Additional Applicant requests a Relocation or removal of Company facilities, the Applicant or Additional Applicant will pay a non-refundable charge equal to the Work Order Cost.

b. Engineering Charge. Applicants or Additional Applicants will be required to prepay all engineering costs for Line Installations, and/or Relocations greater than 16 estimated hours. Estimates equal to or less than 16 hours will be billed to the Applicant or Additional Applicant as part of the construction costs, or after the engineering is completed in instances where construction is not requested. Engineering charges will be calculated at \$50.00 per hour.

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5. Other Charges (Continued)

c. Engineering Charges for Agencies and Taxing Districts of the State of Idaho.

Under the authority of Idaho Code Section §67-2302, an agency or taxing district of the State of Idaho may invoke its right to decline to pay engineering charges until the engineering services have been performed and billed to the agency or taxing district. Any state agency or taxing district that claims it falls within the provisions of Idaho Code §67-2302 must notify Idaho Power of such claim at the time Idaho Power requests prepayment of the engineering charges. Idaho Power may require that the state agency or taxing district's claim be in writing. If the state agency or taxing district that has invoked the provisions of Idaho Code Section §67-2302 does not pay the engineering charges within the 60-day period as provided in that statute, all the provisions of that statute will apply.

d. Right of Way Charge. Applicants or Additional Applicants will be responsible for any costs associated with the acquisition of right-of-way.

e. Temporary Line Installation Charge. Applicants or Additional Applicants will pay the installation and removal costs of providing Temporary Line Installations.

f. Temporary Service Attachment Charge. Applicants or Additional Applicants will pay for Temporary Service Attachments as follows:

i. Underground - \$140

The Customer-provided pole must be set within two linear feet of the Company's existing transformer or junction box.

ii. Overhead - \$120

The Customer-provided pole shall be set in a location that does not require more than 100 feet of #2 aluminum service conductor that can be readily attached to the permanent location by merely relocating it.

The electrical facilities provided by the Customer on the pole shall be properly grounded, electrically safe, and ready for connection to Company facilities.

The Customer shall obtain all permits required by the applicable state, county, or municipal governments and will provide copies or verification to the Company as required. The above conditions must be satisfied before the service will be attached.

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g. Temporary Service Return Trip Charge. If the conditions stated in Section 5.f. of this rule are not satisfied prior to the Customer's request for temporary service, a Temporary Service Return Trip Charge of \$35.00 will be assessed each time Company personnel are dispatched to the job site, but are unable to connect the service. The charge will be billed after the conditions have been satisfied and the connection has been made.

h. Unusual Conditions. Applicants, Additional Applicants, and subdividers will pay the Company the additional costs associated with any Unusual Conditions included in the Work Order Cost related to the construction of a Line Installation or Relocation. This payment, or portion thereof, will be refunded to the extent that the Unusual Conditions are not encountered. Unusual Conditions payments for Line Installations will also be refunded, under the provisions of Section 6, if the Unusual Conditions are encountered.

In the event that the estimate of the Unusual Conditions included in the Work Order Cost exceeds \$10,000, the Applicant, Additional Applicant or subdivider may either pay for the Unusual Conditions or may furnish an Irrevocable Letter of Credit drawn on a local bank or local branch office issued in the name of Idaho Power Company for the amount of the Unusual Conditions. Upon completion of that portion of the project which included an Unusual Conditions estimate, Idaho Power Company will bill the Applicant, Additional Applicant or subdivider for the amount of Unusual Conditions encountered up to the amount established in the Irrevocable Letter of Credit. The Applicant, Additional Applicant or subdivider will have 15 days from the issuance of the Unusual Conditions billing to make payment. If the Applicant, Additional Applicant or subdivider fails to pay the Unusual Conditions bill within 15 days, Idaho Power will request payment from the bank.

i. Joint Trench. Applicants, Additional Applicants, and subdividers will pay the Company for trench and backfill costs included in the work order prepared for an unshared trench. In the event that the Company is able to defray any of the trench and backfill costs included in the work order through the sharing of the trench with other utilities, the trench and backfill cost savings will be refunded.

j. Underground Service Return Trip Charge. When a residential Customer agrees to supply the trench, backfill, conduit, and compaction for an underground service, an Underground Service Return Trip Charge of \$50.00 will be assessed each time the Company's installation crew is dispatched to the job site at the Customer's request, but is unable to complete the cable installation.

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6. Refunds

a. Vested Interest Refunds. The initial Applicant will be eligible to receive up to 80 percent of the original investment as a Vested Interest Refund in accordance with Section 4.c. Refunds will be funded by the Additional Applicant's Vested Interest Charge as calculated in accordance with Section 4.c. A Vested Interest Holder and the Company may agree to waive the Vested Interest payment requirements of Additional Applicants with loads less than an agreed upon level. Waived Additional Applicants would not be considered Additional Applicants for purposes of Section 6.a.i.(1).

i. Vested Interest Refund Limitations

(1). Except for Rule 6.c, Vested Interest Refunds will be funded by no more than four Additional Applicants during the 5-year period following the completion date of the Line Installation for the initial Applicant.

(2). In no circumstance will refunds exceed 100 percent of the refundable portion of any party's cash payment to the Company.

b. Subdivision Refunds

i. A subdivider will be eligible for Vested Interest Refunds for payments for Line Installations outside the subdivision.

ii. A subdivider will be eligible for a refund from the Company on the Line Installation Charge inside the Subdivision when a permanent Residence connects for service and occupies a lot inside the Subdivision within 5 years from the construction completion date of the Line Installation for the Subdivision.

iii. The amount refunded to subdividers of residential Subdivisions will be \$800 per lot, less any additional Line Installation costs required to provide connected service to the lot.

c. Special Rule for Undeveloped Subdivisions Platted Prior to January 1, 1997

i. For an undeveloped Subdivision which has been platted prior to January 1, 1997, and which has not been amended after January 1, 1997, refunds will be made for connections inside the Subdivision during the first 10 years following the completion date of the Line Installation.

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6. Refunds (Continued)

ii. The subdivider will not be entitled to refunds under Sections 6.b.ii. and 6.b.iii. Connections within the undeveloped Subdivision will be treated as individual Applicants or Additional Applicants for payment, extension allowance, and refunding purposes.

iii. The individual requesting the 10-year refund date will have the burden of demonstrating that the Line Installation is to a Subdivision which has been platted and is undeveloped.

iv. Special Arrangements Permitting Deviation from Rule H Refund Provisions – An Applicant and/or Applicants and the Company may mutually agree that a deviation from Rule H refund provisions is reasonable and does not adversely affect other Customers of the Company. A written agreement to deviate from Rule H refund provisions will be prepared and submitted to the Commission. The agreement will not be effective until approved by the Commission.

7. Line Installation Agreements

When the Line Installation Allowance paid by the Company under the provisions of this rule equals or exceeds \$75,000, the Applicant will be required to contract to pay, for a period of 5 years following the completion date of the Line Installation, an annual payment equal to the greater of the billings determined by application of the appropriate schedule or:

a. Eighty percent of the Applicant's total annual bill as determined by application of the appropriate schedule; plus;

b. Twenty percent of the Line Installation Allowance granted the Applicant.

Each Line Installation, for which the Line Installation Allowance paid equals or exceeds \$75,000, will require a separate Uniform Distribution Line Installation Agreement between the Applicant and the Company.

Developers of multi-family residential dwellings in which each unit is separately metered will be exempt from the requirement to enter into an agreement with the Company if the Line Installation Allowance paid equals or exceeds \$75,000.

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8. Existing Agreements

This rule shall not cancel existing agreements, including refund provisions, between the Company and previous Applicants, or Additional Applicants. All Applications will be governed and administered under the rule or schedule in effect at the time the Application was received and dated by the Company.

9. Local Improvement Districts

Unless specifically provided for under this paragraph, a Local Improvement District will be provided service under the general terms of this rule.

The Company will provide a cost estimate and feasibility study for a Local Improvement District within 120 days after receiving the resolution from the requesting governing body. The cost estimate will be based on Work Order Costs and will not be considered binding on the Company if construction is not commenced within 6 months of the submission of the estimate for reasons not within the control of the Company. The governing body issuing the resolution will pay the Company for the costs of preparing the cost estimate and feasibility study regardless of whether the Line Installation or the conversion actually takes place.

Unless specifically provided for under this paragraph, a Local Improvement District will be provided service under the general terms of this rule.

The Company will provide a cost estimate and feasibility study for a Local Improvement District within 120 days after receiving the resolution from the requesting governing body. The cost estimate will be based on Work Order Costs and will not be considered binding on the Company if construction is not commenced within 6 months of the submission of the estimate for reasons not within the control of the Company. The governing body issuing the resolution will pay the Company for the costs of preparing the cost estimate and feasibility study regardless of whether the Line Installation or the conversion actually takes place.

After passage of the Local Improvement District ordinance, the Company will construct the Line Installation or conversion. Upon completion of the project, the Company will submit a bill to the Local Improvement District for the actual cost of the work performed, including the costs of preparing the cost estimate and feasibility study. If the actual cost is less than the estimated cost, the Local Improvement District will pay the actual cost. If the actual cost exceeds the estimated cost, the Local Improvement District will pay only the estimated cost. The governing body will pay the Company within 30 days after the bill has been submitted.

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9. Local Improvement Districts (Continued)

A Local Improvement District will be eligible for a Line Installation Allowance for any new load connecting for service upon the completion of the Line Installation. A Local Improvement District will retain a Vested Interest in any Line Installation to the Local Improvement District. A Local Improvement District may waive payments for Vested Interest from Additional Applicants within the Local Improvement District.

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Idaho Power Company
Uniform Distribution Line Installation Agreement

DISTRICT _____ ACCOUNT NO. _____
THIS AGREEMENT Made this _____ day of _____, 20____, between _____, whose
billing address is _____ hereinafter called
Customer, and Idaho Power Company, A corporation with its principal office located at 1221 West
Idaho Street, Boise, Idaho, hereinafter called Company:

NOW THEREFORE, The parties agree as follows:

1. The Company will agree to provide facilities to supply _____ volt, _____ phase Electric Service for the Customer's facilities located at or near _____, County of _____, State of Idaho.
2. The Customer will agree to:
 - a. Make a cash advance to the Company of \$_____ as the Customer's share of the investment in service facilities;
 - b. Provide rights-of-way for the line extension at no cost to the Company, in a form acceptable to the Company;
 - c. Pay an annual minimum charge during the first 60 months following the Initial Service Date. The annual minimum charge will be the greater of (1) the total of the schedule billings for the year or (2) \$_____ plus 80 percent of the total schedule billings for the year. The total schedule billings will be computed in accordance with the rates and provisions of the schedules under which the Customer received service for that year.
3. This Agreement will not become binding upon the parties until signed by both parties.
4. The initial date of delivery of power and energy is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory rights-of-way and comply with governmental regulations.
5. The term of this Agreement will be for 5 years from and after the Initial Service Date thereof.

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Idaho Power Company
Uniform Distribution Line Installation Agreement
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6. This Agreement will be binding upon the respective successors and assigns of the Customer and the Company, provided however, that no assignment by the Customer will be effective without the Company's prior written consent. The Company's consent will not be unreasonably withheld.

7. This Agreement is subject to valid laws and to the regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission and such other administrative bodies having jurisdiction as well as Idaho Power Company's Rules and Regulations as now or may be hereafter modified and approved by the Idaho Public Utilities Commission.

8. The Company's Rule H, any revisions to that rule, and/or any successor rule is to be considered as part of this Agreement.

9. In any action at law or equity commenced under this Agreement and upon which judgment is rendered, the prevailing party, as part of such judgment, will be entitled to recover all costs, including reasonable attorneys fees, incurred on account of such action.

W.O. No. _____

Initial Service Date _____

(APPROPRIATE SIGNATURES)